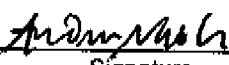


Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings $\Rightarrow \Rightarrow \Rightarrow$		<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Real Mex Restaurants, Inc., a Delaware corporation Acapulco Restaurants, Inc., a Delaware corporation El Torito Franchising Company, a Delaware corporation <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____  Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			2. Name and address of receiving party(ies) Name: Fleet National Bank, as Agent Internal Address: _____ Street Address: 100 Federal Street City: Boston State: MA Zip: 02110 <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: March 31, 2004			4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ see attached Schedule A B. Trademark Registration No.(s) _____ see attached Schedule A Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Andrew Nash Internal Address: Bingham McCutchen LLP Street Address: 150 Federal Street City: Boston State: MA Zip: 02110			6. Total number of applications and registrations involved: <span style="border: 1px solid black; padding: 2px;">70</span> 7. Total fee (37 CFR 3.41).....\$ 1765.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____		
<b>DO NOT USE THIS SPACE</b>					
9. Signature.  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;">           Andrew Nash            Name of Person Signing         </div> <div style="width: 30%; text-align: center;">             Signature         </div> <div style="width: 30%; text-align: right;">           April 6, 2004            Date         </div> </div> <div style="text-align: center; margin-top: 10px;">           Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">33</span> </div>					

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

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 TRADEMARK  
 REEL: 002833 FRAME: 0757

**ADDENDUM TO TRADEMARK RECORDATION COVER SHEET**

Additional names of conveying parties:

El Torito Restaurants, Inc., a Delaware corporation  
Acapulco Restaurants of Encinitas, Inc., a California corporation  
TARV, Inc., a California corporation  
Acapulco Restaurant of Ventura, Inc., a California corporation  
Acapulco Restaurant of Westwood, Inc., a California corporation  
Acapulco Mark Corp., a Delaware corporation  
Murray Pacific, a California corporation  
ALA Design, Inc., a California corporation  
Real Mex Foods, Inc., a California corporation  
Acapulco Restaurant of Downey, Inc., a California corporation  
Acapulco Restaurant of Moreno Valley, Inc. , a California corporation  
El Paso Cantina, Inc. , a California corporation

**SCHEDULE A****U.S. Trademarks and Trademark Registrations**

Owner of Mark	Trademark or Service Mark	Federal Registrations -- United States Patent and Trademark Office	
		<u>Serial/Registration No.</u>	<u>Filing/Registration Date</u>
AMC <sup>1</sup>	AMIGOS CLUB	2,056,826	04/29/1997
AMC	BURRITOS BY THE FOOT! (and design)	1,854,764	09/20/1994
AMC	LA VILLA TAXCO (and design)	1,561,620	10/17/1989
AMC	SI WE CAN!	2,393,744	10/10/2000
ARI <sup>2</sup>	ACAPULCO (Stylized)	1,128,023	12/18/1979
ARI	ACAPULCO	1,411,761	09/30/1986
ARI	LOS ARCOS (Stylized)	1,128,429	12/25/1979
ARI	SAN FRANCISCO SPECIAL	1,150,058	03/31/1981
ARI	MARGARITA CLASSICA	1,809,471	12/07/1993
ARI	ACAPULCO MEXICAN RESTAURANT Y CANTINA	2,115,063	11/25/1997
ARI	MARGARITA MONDAYS	2,098,690	09/23/1997
ARI	ACAPULCO MEXICAN RESTAURANT	76/487,026	02/03/2003

<sup>1</sup> "AMC" shall mean Acapulco Mark Corp.

<sup>2</sup> "ARI" shall mean Acapulco Restaurants, Inc.

Owner of Mark	Trademark or Service Mark	Federal Registrations -- United States Patent and Trademark Office	
		Serial/Registration No.	Filing/Registration Date
ARI	HUMONGO	2,019,234	11/26/1996
ARI	SEA OF CORTEZ	2,389,527	09/26/2000
ARI	CRANBERRY GOLD	2,458,752	06/05/2001
ETRI <sup>3</sup>	CAPPUCCINUT TOSTADA	2,054,537	04/22/1997
ETRI	CASA GALLARDO	1,222,950	01/04/1983
ETRI	CASA GALLARDO	1,710,269	08/25/1992
ETRI	CASA GALLARDO MEXICAN RESTAURANT & BAR (and design)	1,215,404	11/21/1982
ETRI	EL TORITO	1,961,662	03/12/1996
ETRI	EL TORITO	2,319,732	02/15/2000
ETRI	EL TORITO (SCRIPT)	939,089	07/25/1972
ETRI	EL TORITO EXPRESS	2,239,452	04/13/1999
ETRI	DESIGN ONLY	2,652,180	11/19/2002
ETRI	EL TORITO EXPRESS GRILL	2,243,896	05/04/1999
ETRI	EL TORITO (STYLIZED)	2,319,745	02/15/2000
ETRI	EL TORITO G-R-I-L-L & DESIGN	1,487,926	05/10/1988
ETRI	EL TORITO GRILL	2,187,960	09/08/1998
ETRI	FAJITAS CHIQUITAS	1,763,092	04/06/1993
ETRI	FIESTA ZONE	1,660,229	10/08/1991

<sup>3</sup> "ETRI" means El Torito Restaurants, Inc.

Owner of Mark	Trademark or Service Mark	Federal Registrations -- United States Patent and Trademark Office	
		<u>Serial/Registration No.</u>	<u>Filing/Registration Date</u>
ETRI	GUADALAHARRY'S	1,090,533	05/02/1978
ETRI	GUADALAHARRY'S (STYLIZED)	1,195,937	05/18/1982
ETRI	HOLA AMIGOS	2,272,248	08/24/1999
ETRI	PRONTO COMBO	1,637,727	03/12/1991
ETRI	SALSA QUEMADA	1,582,816	02/13/1990
ETRI	SURRENDER TO THE BEAT OF THE BLENDER	2,192,257	09/29/1998
ETRI	TACO MANIA	1,655,092	08/27/1991
ETRI	TAQUERIA FRESCA	2,170,610	06/30/1998
ETRI	TAQUERIA FRESCA Y CANTINA	2,183,170	08/18/1998
ETRI	TEQUILA WILLIE'S	1,650,442	07/09/1991
ETRI	TAQUERIA FRESCA	78/337,705	12/08/2003
ETRI	THE ORIGINAL EL TORITO RESTAURANT EST. 1954 (and design)	1,653,964	08/13/1991
ETRI	WHO-SONG & LARRY'S	2,288,003	10/19/1999
ETRI	BAJA BEACH PARTY	2,201,058	11/3/1998
ETRI	45 RPM	2,336,362	03/28/2000
ETRI	CABO SAN CHILI RICE BOWL	2,481,425	08/28/2001
ETRI	EL TORITO (STYLIZED)	2,187,953	09/08/1998
ETRI	EL TORITO (STYLIZED)	2,410,258	12/5/2000
ETRI	EL TORITO (STYLIZED)	2,410,247	12/5/2000

Owner of Mark	Trademark or Service Mark	Federal Registrations -- United States Patent and Trademark Office	
		<u>Serial/Registration No.</u>	<u>Filing/Registration Date</u>
ETRI	EL TORITO EST. 1954 (and design)	2,418,861	01/09/2001
ETRI	EL TORITO EST. 1954 (and design)	2,410,249	12/05/2000
ETRI	GRANDE SENSATIONS	2,403,777	11/14/2000
ETRI	GUACKA-WACKA-MOLE	2,338,851	04/04/2000
ETRI	LAVA COLADA	2,714,824	05/13/2003
ETRI	MISCELLANEOUS DESIGN	2,410,253	12/5/2000
ETRI	MISCELLANEOUS DESIGN	2,336,340	03/28/2000
ETRI	MUCHO WACKO-SKINS	2,481,427	08/28/2001
ETRI	POLLO IN PARADISE BURRITO	2,366,289	07/11/2000
ETRI	QUIXTAPAS	2,412,092	12/12/2000
ETRI	SIZE DOES MATTER	75/550,095	09/08/1998
ETRI	SURFIN' SKEWERS	2,429,398	02/20/2001
ETRI	TOTALLY INTENSE TORTAS	2,465,051	07/03/2001
ETRI	TWO TO TANGO	2,481,423	08/28/2001
ETRI	XXL SIZZLING ENCHI WOW DAS	2,498,754	10/16/2001
ETRI	EL TORITO	78/272,929	07/10/2003
ETRI	EL TORITO.REAL MEXICAN	76/413,935	05/23/2002
ETRI	REAL MEXICAN	76/413,930	05/23/2002
ETRI	DESIGN ONLY (BULL DESIGN)	2,800,792	12/30/2003
ETRI	ELTORITO EST. 1954	76/044,043	05/08/2000
ETRI	MARGARITA SUPREMA	2,726,055	06/10/2003

OPR/ASSIGNMENTS

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Form PTO-1594 (Rev. 10/02) OMB No. 0851-0027 (exp. 6/30/2008) Tab settings		<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
<b>1. Name of conveying party(ies):</b> Real Mex Restaurants, Inc., a Delaware corporation Acapulco Restaurants, Inc., a Delaware corporation El Torito Franchising Company, a Delaware corporation <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____			<b>2. Name and address of receiving party(ies)</b> Name: <u>Fleet National Bank, as Agent</u> Internal Address: _____ Street Address: <u>100 Federal Street</u> City: <u>Boston</u> State: <u>MA</u> Zip: <u>02110</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>March 31, 2004</u>					
<b>4. Application number(s) or registration number(s):</b> A. Trademark Application No.(s) _____ <u>see attached Schedule A</u> Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			B. Trademark Registration No.(s) _____ <u>see attached Schedule A</u>		
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Andrew Nash</u> Internal Address: <u>Bingham McCutchen LLP</u> _____ Street Address: <u>150 Federal Street</u> _____ City: <u>Boston</u> State: <u>MA</u> Zip: <u>02110</u>			<b>6. Total number of applications and registrations involved:</b> <u>70</u> <b>7. Total fee (37 CFR 3.41):</b> \$ <u>1785.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account <b>8. Deposit account number:</b> _____		
<b>DO NOT USE THIS SPACE</b>					
<b>9. Signature,</b> <u>Andrew Nash</u> Name of Person Signing _____ Signature _____ Date <u>April 6, 2004</u> Total number of pages including cover sheet, attachments, and documents: <u>33</u> Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231					

EXECUTION COPY

**AMENDED AND RESTATED**  
**TRADEMARK COLLATERAL**  
**SECURITY AND PLEDGE AGREEMENT**

AMENDED AND RESTATED TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT dated as of March 31, 2004, by and among Real Mex Restaurants, Inc., formerly known as Acapulco Acquisition Corp., a Delaware corporation ("Real Mex"), Acapulco Restaurants, Inc., a Delaware corporation ("ARI"), El Torito Franchising Company, a Delaware corporation ("ETFI"), El Torito Restaurants, Inc., a Delaware corporation ("ETRI"), Acapulco Restaurants of Encinitas, Inc., a California corporation ("AEI"), TARV, Inc., a California corporation ("TARV"), Acapulco Restaurant of Ventura, Inc., a California corporation ("ARV"), Acapulco Restaurant of Westwood, Inc., a California corporation ("ARW"), Acapulco Mark Corp., a Delaware corporation ("AMC"), Murray Pacific, a California corporation ("MP"), ALA Design, Inc., a California corporation ("ALAD"), Real Mex Foods, Inc., formerly known as ALA Foods, Inc., a California corporation ("RMF"), Acapulco Restaurant of Downey, Inc., a California corporation ("ARD"), Acapulco Restaurant of Moreno Valley, Inc., a California corporation ("AMV"), and El Paso Cantina, Inc., a California corporation ("EPC"), and together with Real Mex, ARI, ETFI, ETRI, AEI, TARV, ARV, ARW, AMC, MP, ALAD, RMF, ARD, and AMV, each, an "Assignor", and collectively, the "Assignors", and Fleet National Bank, a national banking association, as agent (hereinafter, in such capacity, the "Agent") for itself and such other lending institutions (collectively, the "Lenders") which are or may become parties to an Amended and Restated Revolving Credit of even date herewith (as amended and in effect from time to time, the "Credit Agreement"), among the Assignors, the Lenders and the Agent.

WHEREAS, certain Assignors, the Agent and certain Lenders entered into a Revolving Credit and Term Loan Agreement, dated as of June 28, 2000 (as amended and in effect on the Closing Date, the "Existing Credit Agreement");

WHEREAS, certain Assignors executed and delivered to the Agent, for the benefit of the Lenders and the Agent, a Security Agreement, dated as of June 28, 2000 (as amended and in effect on the Closing Date, the "Existing Security Agreement");

WHEREAS, the Assignors, the Agent and the Lenders have agreed to enter into the Credit Agreement to amend and restate the Existing Credit Agreement;

WHEREAS, it is a condition precedent to the Lenders' making any loans or otherwise extending credit to the Assignors under the Credit Agreement that the Assignors execute and deliver to the Agent, for the benefit of the Lenders and the Agent, a trademark agreement in substantially the form hereof;



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WHEREAS, the Assignors have executed and delivered to the Agent, for the benefit of the Lenders and the Agent, the Security Agreement (as defined in the Credit Agreement), pursuant to which the Assignors have granted to the Agent, for the benefit of the Lenders and the Agent, a security interest in certain of the Assignors' personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See §2.1.

Associated Goodwill. All goodwill of each Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Materially Adverse Effect. A materially adverse effect on the properties, assets, financial condition or business of the Borrowers and their Subsidiaries or material impairment of the right of the Borrowers and their Subsidiaries, taken as a whole, to carry on business substantially as now conducted by them, or any questioning of the validity of this Trademark Agreement or any of the other Loan Documents, or any action taken or to be taken pursuant hereto or thereto

Pledged Trademarks. All of each Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

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Related Assets. All assets, rights and interests of each Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of any Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by any Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of any Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of any Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's, suppliers' or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by any Assignor (or any of its affiliates, franchisees, licensees or contractors) of

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products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Agreement. This Amended and Restated Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of any Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of any Assignor, or to which any Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of any Assignor or the Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which any Assignor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of any Assignor or the Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of any Assignor or the Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of any Assignor, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by any Assignor or are now owned, held or used by any Assignor, in any Assignor's business, or with any Assignor's products and services, or in which any Assignor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by any Assignor in any Assignor's business or with any Assignor's products and services, or in which any Assignor in the future acquires any right, title or interest.

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use. With respect to any Trademark, all uses of such Trademark by, for or in connection with any Assignor or its business or for the direct or indirect benefit of any Assignor or its business, including all such uses by such Assignor itself, by any of the affiliates of any Assignor, or by any franchisee, licensee or contractor of any Assignor.

Unless otherwise provided herein, the rules of interpretation set forth in §1.2 of the Credit Agreement shall be applicable to this Trademark Agreement.

## **2. GRANT OF SECURITY INTEREST.**

**2.1. Security Interest; Assignment of Marks.** As collateral security for the payment and performance in full of all of the Obligations, each Assignor hereby unconditionally grants to the Agent, for the benefit of the Lenders and the Agent, a continuing security interest in and first priority lien on all of such Assignor's right, title and interest to the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) such Assignor's right, title and interest to the Pledged Trademarks to the Agent for the benefit of the Lenders and the Agent. In addition, each Assignor hereby agrees upon the request of the Agent following and during the continuance of an Event of Default, to execute, and in addition hereby confirms that pursuant to §10 hereof such Assignor has constituted and appointed the Agent as such Assignor's true and lawful attorney in fact to execute on such Assignor's behalf, an assignment of federally registered trademarks and other registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). Each Assignor hereby authorizes the Agent to complete as assignee and record with the PTO and any other relevant authority the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Agent's remedies under this Trademark Agreement and the Security Agreement.

**2.2. Conditional Assignment.** In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in §2.1, each Assignor grants, assigns, transfers, conveys and sets over to the Agent, for the benefit of the Lenders and the Agent, such Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Agent) upon an Event of Default for which acceleration of the Loans is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by any Assignor to the Agent or its nominee in lieu of foreclosure).

**2.3. Supplemental to Security Agreement.** Pursuant to the Security Agreement each Assignor has granted to the Agent, for the benefit of the Lenders and

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the Agent, a continuing security interest in and lien on such Assignor's right, title and interest to the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO or any other relevant authority, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Trademarks), or any present or future rights and interests of the Agent in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Agent in and to the Pledged Trademarks (and any and all obligations of each Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Agent (and the obligations of each Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

### 3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Each Assignor represents, warrants and covenants that: (i) Schedule A sets forth a true and complete list of all material Trademarks and all Trademark Registrations now owned, licensed, controlled or used by any Assignor; (ii) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations that could be reasonably expected to, either in any case or in the aggregate, have a Materially Adverse Effect; (iii) to the best of each Assignor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) to the best of each Assignor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights that could be reasonably expected to, either in any case or in the aggregate, have a Materially Adverse Effect; (v) except as set forth on Schedule 8.6.2 to the Credit Agreement, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of each Assignor's knowledge, there is no infringement by any Assignor of the trademark rights of others; (vi) the Assignors are the sole and exclusive owners of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that any Assignor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by any Assignor not to sue third persons, other than

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the security interest and assignment created by the Security Agreement, this Trademark Agreement and any Trademark License Rights; (vii) each Assignor has the unqualified right to enter into this Trademark Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees that will enable them to comply with the covenants herein contained; (viii) each Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) each Assignor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (x) this Trademark Agreement, together with the Security Agreement, will create in favor of the Agent a valid and perfected first priority security interest in the Pledged Trademarks (other than foreign Trademarks) upon making the filings referred to in clause (xi) of this §3; and (xi) except for the filing of financing statements with the Secretary of State for the Commonwealth of Massachusetts under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by each Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by each Assignor, or (B) for the perfection of or the exercise by the Agent of any of its rights and remedies hereunder, provided that the representation, warranty and covenant in this clause (xi) shall not apply to foreign Trademarks.

#### 4. INSPECTION RIGHTS.

Each Assignor hereby grants to each of the Agent and the Lenders and its employees and agents the right to visit such Assignor's Stores and other facilities that prepare, manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto on reasonable advance notice to such Assignor and at reasonable times during regular business hours.

#### 5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Agent's prior written consent, no Assignor will (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the any Assignor's obligations under this Trademark Agreement or the Security Agreement. Notwithstanding anything herein to the contrary, however, each Assignor shall have the right to enter into licenses of the Pledged Trademarks in the ordinary course of business in connection with franchise agreements permitted under the Credit Agreement and upon prior written notice to the Agent.

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## 6. AFTER-ACQUIRED TRADEMARKS, ETC.

6.1. After-acquired Trademarks. If, before the Obligations shall have been finally paid and satisfied in full, any Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and the Assignors shall provide to the Agent simultaneously with the delivery of the financial statements referred to in §9.4(c) of the Credit Agreement but in any event no later than one month after such event notice thereof in writing and execute and deliver to the Agent such documents or instruments as the Agent may reasonably request further to implement, preserve or evidence the Agent's interest therein. In addition, on the Agent's reasonable written request (not to exceed four times per calendar year so long as no Event of Default is continuing), the Assignors shall promptly provide the Agent with a revised version of Schedule A hereto showing any additions or revisions to the Trademark Registrations then owned by any Assignor.

6.2. Amendment to Schedule. Each Assignor authorizes the Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of any Assignor's further approval or signature, by amending Schedule A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under §2 or §6.

## 7. TRADEMARK PROSECUTION.

7.1. Assignors Responsible. Each Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold each of the Agent and the Lenders harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Agent or any Lender in connection with the Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby. In respect of such responsibility and in the event that trademark counsel is required, the Assignors shall retain trademark counsel reasonably acceptable to the Agent.

7.2. Assignors' Duties, etc. Each Assignor shall have the right and the duty, through trademark counsel reasonably acceptable to the Agent in the event that trademark counsel is required, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark

TRADEMARK

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Registrations; provided that no Assignor shall have the duty to take any action with respect to any Trademark which has a minimal value or is otherwise no longer useful in the business of the Borrowers and their Subsidiaries. Any expenses incurred in connection with such applications and actions shall be borne jointly and severally by the Assignors. No Assignor shall abandon any filed trademark registration application, or any Trademark Registration or Trademark (other than any Trademark which has a minimal value or is otherwise no longer useful in the business of the Borrowers and their Subsidiaries), without the consent of the Agent, which consent shall not be unreasonably withheld.

**7.3. Assignors' Enforcement Rights.** Each Assignor shall have the right and the duty to bring suit or other action in such Assignor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights; provided that no Assignor shall have the duty to take any action with respect to any Trademark which has a minimal value or is otherwise no longer useful in the business of the Borrowers and their Subsidiaries. Such Assignor may require the Agent to join in such suit or action as necessary to assure such Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Agent is completely satisfied that such joinder will not subject the Agent or any Lender to any risk of liability. Each Assignor shall promptly, upon demand, reimburse and indemnify the Agent for all damages, costs and expenses, including legal fees, incurred by the Agent pursuant to this §7.3.

**7.4. Protection of Trademarks, etc.** In general, each Assignor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks; provided that no Assignor shall have the duty to take any action with respect to any Trademark which has a minimal value or is otherwise no longer useful in the business of the Borrowers and their Subsidiaries. No Assignor shall take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks; provided that no Assignor shall have the duty to take any action with respect to any Trademark which has a minimal value or is otherwise no longer useful in the business of the Borrowers and their Subsidiaries.

**7.5. Notification by Assignors.** Promptly upon obtaining knowledge thereof, the Assignors will notify the Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or any Assignor's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of any Assignor or the Agent to dispose of any of the Pledged Trademarks or the rights



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and remedies of the Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

**8. REMEDIES.**

Upon the occurrence and during the continuance of an Event of Default, the Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in §2.2, the Credit Agreement, the Security Agreement and the other Loan Documents) those rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the Commonwealth of Massachusetts, and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to any Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that any Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Assignors at least six (6) Business Days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which each Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

**9. COLLATERAL PROTECTION.**

If any Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of any Assignor shall be breached, the Agent, in its own name or that of any Assignor (in the sole discretion of the Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignors agree jointly and severally promptly to reimburse the Agent for any cost or expense incurred by the Agent in so doing.

**10. POWER OF ATTORNEY.**

If any Event of Default shall have occurred and be continuing, each Assignor does hereby make, constitute and appoint the Agent (and any officer or agent of the Agent as the Agent may select in its exclusive discretion) as such Assignor's true and

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lawful attorney-in-fact, with full power of substitution and with the power to endorse such Assignor's name on all applications, documents, papers and instruments necessary for the Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of such Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that such Assignor is obligated to execute and do hereunder. Such Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Agent and the Lenders from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Agent under this power of attorney (except for the Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

**11. FURTHER ASSURANCES.**

Each Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Agent may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Agent the grant, perfection and priority of the Agent's security interest in the Pledged Trademarks.

**12. TERMINATION.**

At such time as all of the Obligations have been finally paid and satisfied in full, this Trademark Agreement shall terminate and the Agent shall, upon the written request and at the expense of the Assignors (the Assignors being jointly and severally liable for such expense), execute and deliver to the Assignors all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignors the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Agent by the Assignors pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Agent pursuant hereto or the Security Agreement.

**13. COURSE OF DEALING.**

No course of dealing between any Assignor and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or

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privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

**14. EXPENSES.**

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignors, such liability to be borne jointly and severally.

**15. OVERDUE AMOUNTS.**

Until paid, all amounts due and payable by the Assignors hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Credit Agreement.

**16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE AGENT NOR ANY LENDER ASSUMES ANY LIABILITIES OF ANY ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING SUCH ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF SUCH ASSIGNOR, AND THE ASSIGNORS SHALL INDEMNIFY THE AGENT AND THE LENDERS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE AGENT OR ANY LENDER WITH RESPECT TO SUCH LIABILITIES, SUCH LIABILITY TO INDEMNIFY TO BE BORNE JOINTLY AND SEVERALLY BY THE ASSIGNORS.

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# **17. NOTICES.**

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be in writing and shall be delivered in hand, mailed by United States registered or certified first-class mail, postage prepaid, or sent by telegraph, telecopy or telex and confirmed by delivery via courier or postal service, addressed as follows:

(a) if to the Assignors, at 4001 Via Oro Avenue, Suite 200, Long Beach, California 90810, Attention: Chief Financial Officer, President, or at such other address for notice as the Assignors shall last have furnished in writing to the person giving the notice; and

(b) if to the Agent, at 100 Federal Street, Boston, Massachusetts 02110, Attention: Thomas P. Tansi, Vice President, or at such other address for notice as the Agent shall last have furnished in writing to the person giving the notice.

Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer, (ii) if sent by registered or certified first-class mail, postage prepaid, two (2) Business Days after the posting thereof, and (iii) if sent by telegraph, telecopy, or telex, at the time of the dispatch thereof, if in normal business hours in the country of receipt, or otherwise at the opening of business on the following Business Day.

# **18. AMENDMENT AND WAIVER.**

This Trademark Agreement is subject to modification only by a writing signed by the Agent (with the consent of the Majority Lenders) and the Assignors, except as provided in §6.2. The Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Agent and the Majority Lenders. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

# **19. GOVERNING LAW; CONSENT TO JURISDICTION.**

THIS TRADEMARK AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS. Each Assignor agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the Commonwealth of Massachusetts or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit

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being made upon the Assignors by mail at the address specified in §17. Each Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

**20. WAIVER OF JURY TRIAL.**

**EACH ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS.** Except as prohibited by law, each Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each Assignor (i) certifies that neither the Agent or any Lender nor any representative, agent or attorney of the Agent or any Lender has represented, expressly or otherwise, that the Agent or any Lender would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which the Agent or any Lender is a party, the Agent and the Lenders are relying upon, among other things, the waivers and certifications contained in this §20.

**21. MISCELLANEOUS.**

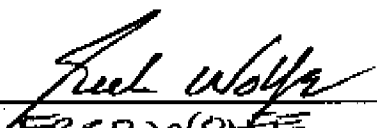
The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon each Assignor and its respective successors and assigns, and shall inure to the benefit of the Agent, the Lenders and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Credit Agreement, or between this Trademark Agreement and the Security Agreement, the provisions of the Credit Agreement or the Security Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Each Assignor acknowledges receipt of a copy of this Trademark Agreement.

*[Remainder of this Page Intentionally Left Blank]*

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IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

REAL MEX RESTAURANTS, INC.  
ACAPULCO RESTAURANTS, INC.  
EL TORITO FRANCHISING COMPANY  
EL TORITO RESTAURANTS, INC.  
ACAPULCO RESTAURANTS OF ENCINITAS,  
INC.  
TARV, INC.  
ACAPULCO RESTAURANT OF VENTURA, INC.  
ACAPULCO RESTAURANT OF WESTWOOD,  
INC.  
ACAPULCO MARK CORP.  
MURRAY PACIFIC  
ALA DESIGN, INC.  
REAL MEX FOODS, INC.  
ACAPULCO RESTAURANT OF DOWNEY, INC.  
ACAPULCO RESTAURANT OF MORENO  
VALLEY, INC.  
EL PASO CANTINA, INC.

By:   
Name: FRED WOLFE  
Title: PRESIDENT/CEO

Accepted:

FLEET NATIONAL BANK, as Agent

By: \_\_\_\_\_  
Name:  
Title:

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IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

REAL MEX RESTAURANTS, INC.  
ACAPULCO RESTAURANTS, INC.  
EL TORITO FRANCHISING COMPANY  
EL TORITO RESTAURANTS, INC.  
ACAPULCO RESTAURANTS OF ENCINITAS,  
INC.  
TARV, INC.  
ACAPULCO RESTAURANT OF VENTURA, INC.  
ACAPULCO RESTAURANT OF WESTWOOD,  
INC.  
ACAPULCO MARK CORP.  
MURRAY PACIFIC  
ALA DESIGN, INC.  
REAL MEX FOODS, INC.  
ACAPULCO RESTAURANT OF DOWNEY, INC.  
ACAPULCO RESTAURANT OF MORENO  
VALLEY, INC.  
EL PASO CANTINA, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted:

FLEET NATIONAL BANK, as Agent

By: Cristin M. O'Hara  
Name: Cristin M. O'Hara  
Title: Director

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF CA )  
 ) ss.  
COUNTY OF Los Angeles )

Before me, the undersigned, a Notary Public in and for the and county aforesaid, on this 20th day of March, 2004, personally appeared Fred Wolfe to me known personally, and who, being by me duly sworn, deposes and says that he is the President / CEO of REAL MEX RESTAURANTS, INC., ACAPULCO RESTAURANTS, INC., EL TORITO FRANCHISING COMPANY, EL TORITO RESTAURANTS, INC., ACAPULCO RESTAURANTS OF ENCINITAS, INC., TARV, INC., ACAPULCO RESTAURANT OF VENTURA, INC., ACAPULCO RESTAURANT OF WESTWOOD, INC., ACAPULCO MARK CORP., MURRAY PACIFIC, ALA DESIGN, INC., REAL MEX FOODS, INC., ACAPULCO RESTAURANT OF DOWNEY, INC., and EL PASO CANTINA, INC., and that said instrument was signed and sealed on behalf of said corporations by authority of their respective Board of Directors, and said President / CEO acknowledged said instrument to be the free act and deed of said corporations.



Felise Garcia  
Notary Public  
My commission expires: 11/26/06



# CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS

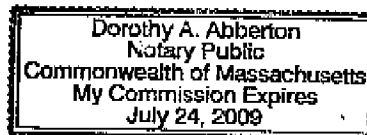
COUNTY OF SUFFOLK

)  
) ss.  
)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 30th day of March, 2004, personally appeared Cristin M. O'Hara to me known personally, and who, being by me duly sworn, deposes and says that he is the Director of FLEET NATIONAL BANK and that said instrument was signed and sealed on behalf of said institution by authority of its governing body, and said Cristin M. O'Hara acknowledged said instrument to be the free act and deed of said corporation.

Dorothy A. Abberton  
Notary Public

My commission expires:



TRADEMARK

**SCHEDULE A****U.S. Trademarks and Trademark Registrations**

<u>Owner of Mark</u>	<u>Trademark or Service Mark</u>	<u>Federal Registrations -- United States Patent and Trademark Office</u>	
		<u>Serial/Registration No.</u>	<u>Filing/Registration Date</u>
AMC <sup>1</sup>	AMIGOS CLUB	2,056,826	04/29/1997
AMC	BURRITOS BY THE FOOT! (and design)	1,854,764	09/20/1994
AMC	LA VILLA TAXCO (and design)	1,561,620	10/17/1989
AMC	SI WE CAN!	2,393,744	10/10/2000
ARI <sup>2</sup>	ACAPULCO (Stylized)	1,128,023	12/18/1979
ARI	ACAPULCO	1,411,761	09/30/1986
ARI	LOS ARCOS (Stylized)	1,128,429	12/25/1979
ARI	SAN FRANCISCO SPECIAL	1,150,058	03/31/1981
ARI	MARGARITA CLASSICA	1,809,471	12/07/1993
ARI	ACAPULCO MEXICAN RESTAURANT Y CANTINA	2,115,063	11/25/1997
ARI	MARGARITA MONDAYS	2,098,690	09/23/1997
ARI	ACAPULCO MEXICAN RESTAURANT	76/487,026	02/03/2003

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<sup>1</sup> "AMC" shall mean Acapulco Mark Corp.

<sup>2</sup> "ARI" shall mean Acapulco Restaurants, Inc.

Owner of Mark	Trademark or Service Mark	Federal Registrations -- United States Patent and Trademark Office	
		Serial/Registration No.	Filing/Registration Date
ARI	HUMONGO	2,019,234	11/26/1996
ARI	SEA OF CORTEZ	2,389,527	09/26/2000
ARI	CRANBERRY GOLD	2,458,752	06/05/2001
ETRI <sup>3</sup>	CAPPUCCINUT TOSTADA	2,054,537	04/22/1997
ETRI	CASA GALLARDO	1,222,950	01/04/1983
ETRI	CASA GALLARDO	1,710,269	08/25/1992
ETRI	CASA GALLARDO MEXICAN RESTAURANT & BAR (and design)	1,215,404	11/21/1982
ETRI	EL TORITO	1,961,662	03/12/1996
ETRI	EL TORITO	2,319,732	02/15/2000
ETRI	EL TORITO (SCRIPT)	939,089	07/25/1972
ETRI	EL TORITO EXPRESS	2,239,452	04/13/1999
ETRI	DESIGN ONLY	2,652,180	11/19/2002
ETRI	EL TORITO EXPRESS GRILL	2,243,896	05/04/1999
ETRI	EL TORITO (STYLIZED)	2,319,745	02/15/2000
ETRI	EL TORITO G-R-I-L-L & DESIGN	1,487,926	05/10/1988
ETRI	EL TORITO GRILL	2,187,960	09/08/1998
ETRI	FAJITAS CHIQUITAS	1,763,092	04/06/1993
ETRI	FIESTA ZONE	1,660,229	10/08/1991

<sup>3</sup> "ETRI" means El Torito Restaurants, Inc.

Owner of Mark	Trademark or Service Mark	Federal Registrations -- United States Patent and Trademark Office	
		Serial/Registration No.	Filing/Registration Date
ETRI	GUADALAHARRY'S	1,090,533	05/02/1978
ETRI	GUADALAHARRY'S (STYLIZED)	1,195,937	05/18/1982
ETRI	HOLA AMIGOS	2,272,248	08/24/1999
ETRI	PRONTO COMBO	1,637,727	03/12/1991
ETRI	SALSA QUEMADA	1,582,816	02/13/1990
ETRI	SURRENDER TO THE BEAT OF THE BLENDER	2,192,257	09/29/1998
ETRI	TACO MANIA	1,655,092	08/27/1991
ETRI	TAQUERIA FRESCA	2,170,610	06/30/1998
ETRI	TAQUERIA FRESCA Y CANTINA	2,183,170	08/18/1998
ETRI	TEQUILA WILLIE'S	1,650,442	07/09/1991
ETRI	TAQUERIA FRESCA	78/337,705	12/08/2003
ETRI	THE ORIGINAL EL TORITO RESTAURANT EST. 1954 (and design)	1,653,964	08/13/1991
ETRI	WHO-SONG & LARRY'S	2,288,003	10/19/1999
ETRI	BAJA BEACH PARTY	2,201,058	11/3/1998
ETRI	45 RPM	2,336,362	03/28/2000
ETRI	CABO SAN CHILI RICE BOWL	2,481,425	08/28/2001
ETRI	EL TORITO (STYLIZED)	2,187,953	09/08/1998
ETRI	EL TORITO (STYLIZED)	2,410,258	12/5/2000
ETRI	EL TORITO (STYLIZED)	2,410,247	12/5/2000

Owner of Mark	Trademark or Service Mark	Federal Registrations -- United States Patent and Trademark Office	
		Serial/Registration No.	Filing/Registration Date
ETRI	EL TORITO EST. 1954 (and design)	2,418,861	01/09/2001
ETRI	EL TORITO EST. 1954 (and design)	2,410,249	12/05/2000
ETRI	GRANDE SENSATIONS	2,403,777	11/14/2000
ETRI	GUACKA-WACKA-MOLE	2,338,851	04/04/2000
ETRI	LAVA COLADA	2,714,824	05/13/2003
ETRI	MISCELLANEOUS DESIGN	2,410,253	12/5/2000
ETRI	MISCELLANEOUS DESIGN	2,336,340	03/28/2000
ETRI	MUCHO WACKO-SKINS	2,481,427	08/28/2001
ETRI	POLLO IN PARADISE BURRITO	2,366,289	07/11/2000
ETRI	QUIXTAPAS	2,412,092	12/12/2000
ETRI	SIZE DOES MATTER	75/550,095	09/08/1998
ETRI	SURFIN' SKEWERS	2,429,398	02/20/2001
ETRI	TOTALLY INTENSE TORTAS	2,465,051	07/03/2001
ETRI	TWO TO TANGO	2,481,423	08/28/2001
ETRI	XXL SIZZLING ENCHI WOW DAS	2,498,754	10/16/2001
ETRI	EL TORITO	78/272,929	07/10/2003
ETRI	EL TORITO.REAL MEXICAN	76/413,935	05/23/2002
ETRI	REAL MEXICAN	76/413,930	05/23/2002
ETRI	DESIGN ONLY (BULL DESIGN)	2,800,792	12/30/2003
ETRI	ELTORITO EST. 1954	76/044,043	05/08/2000
ETRI	MARGARITA SUPREMA	2,726,055	06/10/2003

**STATE TRADEMARK REGISTRATIONS**

Owner of Mark	Trademark or Service Mark	State	State Registrations -- State	
			Registration No.	Registration Date
ARI	ACAPULCO	CA	26619	04/25/1986
ARI	BURRITOS BY THE FOOT	CA	43899	9/21/1994
ARI	SAN FRANCISCO SPECIAL	CA	55006	08/31/1976
ARI	SI, WE CAN!	CA	042713	11/19/1993
ARI	HUMONGO	CA	045607	2/16/1996
ARI	MARGARITA MONDAYS	CA	045606	2/16/1996
ARI	MILLENIUUM MARGARITA	CA	49404	3/24/1998
ETRI	CASA GALLARDO	MO	12928	08/22/1994
ETRI	EL TORITO	AZ	23055	11/20/1984
ETRI	EL TORITO	IL	55702	11/26/1984
ETRI	EL TORITO	MD	1984S-1379	11/23/1984
ETRI	EL TORITO	MA	36089	12/03/1984
ETRI	EL TORITO	NY	S-8412	11/19/1984
ETRI	TEQUILA WILLIE'S	OH	5998	12/06/1984
ETRI	EL TORITO	OH	6020	11/19/1984
ETRI	EL TORITO	OR	S-19737	12/07/1984
ETRI	TEQUILA WILLIE'S	CA	21660	12/06/1984
ETRI	TEQUILA WILLIE'S	WI	---	07/29/1988
ETRI	WHO-SONG & LARRY'S CANTINA	WA	15451	12/06/1984
ETRI	ANNIE'S SANTE FE	GA	S 5830	05/15/1985
ETRI	EL TORITO	GA	S 5477	12/04/1985
ETRI	EL TORITO	WA	10903	11/02/1978
ETRI	ULTIMA MARGARITA	CA	107401	07/10/2001
ETRI	HOLA AMIGAS	CA	27629	07/28/1986
ARI	ACAPULCO	WI	---	08/13/2003
ARI	ACAPULCO RESTAURANT INC.	WI	---	01/16/2002
ARI	ACAPULCO RESTAURANT INC.	WI	---	07/18/1990

**FOREIGN TRADEMARK REGISTRATIONS**

Owner of <u>Mark</u>	Trademark or <u>Service Mark(Class)</u>	<u>Country</u>	Foreign Registrations	
			<u>Registration No.</u>	<u>Reg. Date</u>
ETRI	EL TORITO	AUSTRIA	196375	05/23/2001
ETRI	EL TORITO (42)	BENELUX	470765	10/19/1990
ETRI	EL TORITO	BENELUX	200121	04/1/1996
ETRI	EL TORITO	DENMARK	20005615VR	12/05/2000
ETRI	EL TORITO (42)	GERMANY	2,105,830	
ETRI	EL TORITO	FINLAND	219810	12/15/2000
ETRI	EL TORITO (42)	FRANCE	1568149	10/17/1989
ETRI	EL TORITO (30)	JAPAN	1662695	02/23/1984
ETRI	EL TORITO (32)	JAPAN	4004725	05/30/1997
ETRI	EL TORITO (28)	JAPAN	2222132	04/23/1990
ETRI	EL TORITO (29)	JAPAN	4043480	08/15/1997
ETRI	EL TORITO (42)	UNITED ARAB EMR	19010	12/26/1998
ETRI	EL TORITO (42)	ISRAEL	121819	08/04/1999
ETRI	EL TORITO (16)	JORDAN	49233	06/01/1999
ETRI	EL TORITO (29)	JORDAN	49234	06/01/1999
ETRI	EL TORITO (30)	JORDAN	49230	06/01/1999
ETRI	EL TORITO (31)	JORDAN	49232	06/01/1999
ETRI	EL TORITO (32)	JORDAN	49231	06/01/1999
ETRI	EL TORITO (42)	JAPAN	3141199	04/30/1996
ETRI	EL TORITO (112)	SOUTH KOREA	22169	11/11/1993
ETRI	EL TORITO (42)	LEBANON	76100	06/15/1998
ETRI	EL TORITO (42)	SYRIA	66157	11/12/1998
ETRI	EL TORITO (42)	TURKEY	185981	11/07/1996
ETRI	EL TORITO (7)	TAIWAN	62073	02/01/1993
ETRI	EL TORITO & LOGO (42)	JAPAN	3244809	01/31/1997

Owner of Mark	Trademark or Service Mark(Class)	Country	Foreign Registrations	
			Registration No.	Reg. Date
ETRI	EL TORITO G-R-I-L-L & DESIGN (42)	TURKEY	183005	03/13/1997
ETRI	EL TORITO GRILL (42)	UNITED ARAB EMR	19009	12/26/1998
ETRI	EL TORITO GRILL (42)	ISRAEL	121820	11/04/1999
ETRI	EL TORITO GRILL (16)	JORDAN	49565	06/29/1999
ETRI	EL TORITO GRILL (29)	JORDAN	49568	06/29/1999
ETRI	EL TORITO GRILL (30)	JORDAN	49569	06/29/1999
ETRI	EL TORITO GRILL (31)	JORDAN	49566	06/29/1999
ETRI	EL TORITO GRILL (32)	JORDAN	49567	06/29/1999
ETRI	EL TORITO EXPRESS GRILL	JAPAN	4285821	06/18/1999
ETRI	EL TORITO GRILL (42)	LEBANON	76101	06/15/1998
ETRI	EL TORITO GRILL (42)	SYRIA	66185	11/14/1998
ETRI	THE ORIGINAL EST. 1954 EL TORITO RESTAURANT	JAPAN	3244809	01/31/1997
ETRI	EL TORITO (LOGO DESIGN)	COSTA RICA	79479	05/06/1992



Owner of Mark	Trademark or Service Mark(Class)	Country	Foreign Registrations	
			Registration No.	Reg. Date
ETRI	THE ORIGINAL EL TORITO RESTAURANTS EST. 1954 AND DESIGN (42)	COSTA RICA	82814	08/02/1993
ETRI	EL TORITO	FRANCE	00-3062507	04/01/1996
ETRI	EL TORITO	GERMANY	30064208	06/12/2001
ETRI	EL TORITO	GERMANY	2105830	07/07/1999
ETRI	EL TORITO	ITALY	449201RM	01/22/2001
ETRI	EL TORITO	SWEDEN	346673	06/02/2001
ETRI	EL TORITO (30)	INDIA	754991	03/17/1997
ETRI	EL TORITO (29)	INDIA	754992	03/17/1997
ETRI	EL TORITO (32)	INDIA	754993	03/17/1997
ETRI	EL TORITO (33)	INDIA	754994	03/17/1997
ETRI	EL TORITO (42)	JAPAN	3141199	04/01/1992
ETRI	EL TORITO (30)	JAPAN	4002327	05/23/1997
ETRI	EL TORITO (42)	MEXICO	133926	02/28/1992
ETRI	EL TORITO (42)	BAHRAIN	353/98	03/09/1998
ETRI	EL TORITO (42)	EGYPT	113265	03/05/1998
ETRI	EL TORITO (42)	E.U. COMMUNITY	76646	04/18/1996
ETRI	EL TORITO (42)	JAPAN	3195433	09/30/1996
ETRI	EL TORITO (42)	MEXICO	133926	02/28/1992
ETRI	EL TORITO (42)	SAUDI ARABIA	43031	03/09/1998
ETRI	EL TORITO AND DESIGN (42)	E.U. COMMUNITY	184234	04/18/1996

Owner of <u>Mark</u>	Trademark or <u>Service Mark(Class)</u>	<u>Country</u>	Foreign Registrations Foreign	
			<u>Registration No.</u>	<u>Reg. Date</u>
ETRI	EL TORITO (IN KATAKANA) (42)	JAPAN	3195434	09/30/1992
ETRI	EL TORITO GRILL (42)	BAHRAIN	354/98	03/09/1998
ETRI	EL TORITO GRILL (42)	EGYPT	113266	03/05/1998
ETRI	EL TORITO GRILL (42)	SAUDI ARABIA	42992	03/07/1998